



ENTERED
04/23/2010

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
CORPUS CHRISTI DIVISION

IN RE:	§	CASE NO. 10-20041
	§	
AMIDEE CAPITAL GROUP, INC., ET AL.,	§	CHAPTER 11
	§	
DEBTORS.	§	(Jointly Administered)

WHEREAS, the Lender has a duly perfected security interest in the Collateral; and

WHEREAS, the Lender has transferred the Loan Documents and its security interest in the Collateral to NCN; and

WHEREAS, as of the Petition Date, the Debtor was indebted to NCN in the amount of \$1,247,402.05 including both principal and interest; and

WHEREAS, interest at the non-default contract rate continues to accrue postpetition at the per diem amount of \$256.06; and

WHEREAS, the Lender is entitled to payment of attorneys fees and other costs that have accrued pursuant to Section 506(b) of the Bankruptcy Code and the Loan Agreements in an amount that shall be agreed on by the Debtor and NCN prior to the close of any sale of the Collateral; and

WHEREAS, on March 6, 2010, NCN filed its Motion for Relief From the Automatic Stay (the "Stay Motion") with respect to the Collateral; and

WHEREAS, on March 22, 2010, the Debtor filed its objection to the Stay Motion; and

WHEREAS, on April 5, 2010 (the "Effective Date"), the Debtor entered into a Commercial Contract – Improved Property (the "Sale Contract") with Vanguard REIT, LLC (the "Purchaser") for the sale of the Collateral; and

WHEREAS, on April 13, 2010, the Debtor filed its Motion for Order Authorizing and Approving Sale(the "Sale Motion") of the Collateral to the Purchaser pursuant to the terms of the Sale Contract; and

WHEREAS, NCN and the Debtor have conducted arms' length, good faith negotiations in an effort to resolve the Stay Motion and allow the Sale Motion to proceed; and

WHEREAS, such negotiations have resulted in this Stipulation.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, in consideration of the mutual promises contained in this Stipulation and Order

and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, that:

1. The automatic stay shall stay in full force and effect until June 9, 2010.
2. To the extent the Court has not entered an order approving a sale of the Debtor's Collateral, including, *inter alia*, authorizing the Debtor to pay NCN the full amount of its debt, by June 9, 2010, the automatic stay shall lift and NCN shall be entitled to pursue its remedies under state law against the Collateral.
3. The Debtor shall promptly notify NCN if the Purchaser elects to terminate the Sale Contract or fails to obtain financing to consummate the Sale Contract.
4. The terms and provisions of this Stipulation and Order shall survive conversion to Chapter 7 or dismissal of the Debtor's bankruptcy case, and shall be binding upon any subsequently appointed chapter 7 or chapter 11 trustee.
5. The Court retains jurisdiction to determine any disputes related to this Stipulation and Order.

April 23, 2010



UNITED STATES BANKRUPTCY JUDGE

AGREED TO:

/s/ John C. Leininger

John C. Leininger
State Bar No. 24007544
Bryan Cave LLP
2200 Ross Ave., Suite 3300
Dallas, Texas 75201
(214) 721-8000 (Telephone)
(214) 721-8100 (Facsimile)

Attorneys for NCN Lending, LLC

/s/ Sara M. Patterson

Matthew S. Okin

State Bar No. 00784695

Sara M. Patterson

State Bar No. 24062938

1113 Vine St., Suite 201

Houston, TX 77002

(713) 228-4100 (Telephone)

(888) 865-2118 (Facsimile)

Attorneys for the Debtor